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INDIA NON JUDICIAL

Government of Karnataka

Rs. 4,000

e-Stamp

Certificate No.	:	**IN-KA06874712317871S**
Certificate Issued Date	:	29-Dec-2020 11:50 AM
Account Reference	:	NONACC (FI)/ kacrsfl08/ YELAHANKA11/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL0899772350669722S
Purchased by	:	MESPC INFRA PROJECT PVT LTD
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER B B M P YELAHANKA PROJECT
Second Party	:	MESPC INFRA PROJECT PVT LTD
Stamp Duty Paid By	:	MESPC INFRA PROJECT PVT LTD
Stamp Duty Amount(Rs.)	:	4,000 (Four Thousand only)

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YMSSN (Branch) Authorised Signatory BANGALORE-560064

Please write or type below this line

No. EE/Project/AG No: 169 /2020-21 DATED: 30/12/2020

Agreement

This agreement, made on the day of 30th **December 2020**, between Bruhat Bangalore Mahanagara Palike represented by **The Executive Engineer, Project division, Yelahanka, NH-7 Road. Bangalore-92** (hereinafter called "the Employer") of the one part **Sri. Shankarappa T K (M/s MESPC Infra Projects Pvt Ltd), No-60, Kempaiah Building, Anathapura, Singanayakanahalli Post, Bangalore-64.** (hereinafter called "the Contractor") of the other part.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Whereas the BBMP is desirous that the Contractor execute the work of "**Package No-12 1.Construction of Kempegowda Statue at Yelahanka Mini Vidhanasoudha in Kempegowda ward No.01 of Yelahanka Sub Division 2.Providing and Fixing Stone Benches to the Parks in Kempegowda ward No.01 of Yelahanka Sub Division 3.Development of Parks comes under Attur ward No.03 4.Fixing Stone benches to parks comes under Attur Ward No.03**" Tender Notification No: **BBMP/YNK/EE(P)/TEND/27/2019-20 Dated: 13/12/2019 and BBMP/2019-20/OW/WORK_ INDENT38179** (hereinafter called "the Works") and the Govt has accepted the Tender by the Contractor as per **Govt Order No. UDD 134 MNY 2020 Dt; 30/09/2020** has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs. 3,56,56,953.00/- (Rupees Three Crores Fifty Six Lakhs Fifty Six Thousand Nine Hundred and Fifty Three Only) which works out to be (+) 1.00% above on Sanctioned rate (2018-19 SR)** and 12% GST as per Govt Order No.PWD 65 RDF 2017 Dt:-11/10/2018 and Vide GO No. SEBC/AE-3/2018-19 Dt:-11/10/2018. The contractor has submitted the Security Deposit as per Govt Order vide. FD/675/EXP-12/2020 Dated:- 22-12-2020 of FSD 3% Rs.10,70,000.000/- **(Rupees Ten Lakhs Seventy Thousand Only)** paid through Bank Guarantee No. 20909BG000042 Dt: 30/12/2020 Karnataka Bank Ltd, Yelahanka New Town Branch, Bangalore - 64. The Completion of the said project is 09 months including monsoon. The defect liability period for the above work is 36 months from the date of completion of the work.

NOW THIS AGREEMENT WITNESSETH as follows:

1.In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2.In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3.The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4.The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

1. Letter of Acceptance;
2. Notice to proceed with the works;
3. Contractor's Tender;
4. Contract Data;
5. Conditions of contract (including Special Conditions of Contract);
6. Specifications;
7. Drawings;
8. Bill of Quantities; and
9. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written. The Common Seal of The Executive Engineer (Project division), Yelahanka Zone, BBMP was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

The Executive Engineer (Project division), Yelahanka Zone in the presence of:

Binding Signature of Contractor

Binding Signature of Employer